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BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
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5/20/2005
4:07 PM

(Above Space for Recorder's Use Only)

COVENANT
TO RESTRICT USE OF PROPERTY
(ENVIRONMENTAL RESTRICTION)

901 and 902 Thompson Place, Sunnyvale, California

THIS COVENANT TO RESTRICT USE OF PROPERTY (ENVIRONMENTAL RESTRICTION) (this "Covenant") is made as of May 20, 2005, by ADVANCED MICRO DEVICES, INC., a Delaware corporation ("Declarant").

RECITALS

A. Declarant is the owner of record of that certain real property situated in the City of Sunnyvale, County of Santa Clara, State of California (the "State"), commonly known as 901 and 902 Thompson Place (the "Property"). A legal description of the Property is set forth in Exhibit A attached hereto and is incorporated herein by this reference.

B. The Property is subject to Order No. 91-102, adopted June 19, 1991, by the California Regional Water Quality Control Board, San Francisco Bay Region (the "Order"). The Order identifies certain hazardous materials which have been detected in soil and groundwater beneath the Property. In accordance with the Order, certain use restrictions have previously been imposed with respect to the Property, as more particularly set forth in that certain Covenant and Agreement to Restrict Use of Property dated as of January 4, 1993, and recorded in the Official Records of Santa Clara County (the "Official Records") on January 5, 1993, in Book M573, at Page 1893, and in that certain Covenant and Agreement to Restrict Use of Property dated as of January 17, 1994, and recorded in the Official Records on January 18, 1994, in Book N254, at Page 1516.

C. Declarant now desires to impose certain additional restrictions on the use of the Property, which restrictions are reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the Property of hazardous materials, as defined in Section 25260 of the California Health and Safety Code, and it is the intent of Declarant that all owners and occupants of the Property shall be subject to and bound to comply with the restrictions set forth herein.

206-56-196, 197

ARTICLE 1

DEFINITIONS

1.1 Improvements. "Improvements" means all buildings, roads, driveways, regrading, and paved parking areas, constructed or placed upon any portion of the Property.

1.2 Occupant. "Occupant" means any Owner (as defined in Section 1.3 below) and any person or entity entitled by ownership, leasehold, or other legal relationship to occupy any portion of the Property.

1.3 Owner(s). "Owner(s)" means any and all successors in interest to Declarant and their respective successors in interest, including heirs and assigns, who at any time hold fee title to all or any portion of the Property.

1.4 Board. "Board" means the California Regional Water Quality Control Board, San Francisco Region, and its successor agencies, if any.

ARTICLE 2

GENERAL PROVISIONS

2.1 Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to herein as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to California Civil Code Section 1471; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by, the Declarant; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

2.2 Binding Upon Owners. Pursuant to California Civil Code Section 1471(a)(2), all Owners of the Property are expressly bound hereby for the benefit of the Declarant.

2.3 Written Notice of Release of Hazardous Substances. Prior to the sale, lease or sublease of the Property, the Owner or Occupant shall give the buyer, lessee, or sublessee notice that hazardous substances are located on or beneath the Property, to the extent required by California Health and Safety Code Section 25359.7.

2.4 Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all leases for any portion of the Property.

ARTICLE 3

DEVELOPMENT, USE, AND CONVEYANCE OF THE PROPERTY

3.1 Restrictions on Development and Use. Each and every Owner and Occupant shall restrict the use of the Property as follows:

- a. Residential development for human habitation shall not be permitted on the Property, except for an on-site manager.
- b. Hospitals or health clinics for humans shall not be constructed on the Property.
- c. Day-care centers for either children or senior citizens shall not be permitted on the Property.
- d. Schools for children under 18 years of age shall not be permitted on the Property.
- e. No drilling for drinking water, oil, or gas shall be permitted on the Property.
- f. No extraction (except for necessary construction site dewatering), utilization or consumption of groundwater beneath the Property shall be permitted.
- g. No disposal of extracted groundwater from construction site dewatering into the waters of the State shall be permitted except in compliance with the requirements of the Board.
- h. No activities (e.g., excavation, grading, removal, trenching, filling, earth movement, or mining) that will disturb the soil beneath the Property shall be permitted on the Property without a Soil Management Plan and a Health and Safety Plan submitted to the Board or other responsible government agency for review.
- i. Any soils brought to the surface by grading, excavating, trenching or backfilling shall be managed in accordance with applicable provisions of state and federal law.
- j. The Owner(s)/Occupant(s) shall notify the Declarant and the Board of each of the following: (i) excavation, trenching or digging of soil below 2.5 feet in depth; and (ii) extraction of groundwater for any purpose. Notification to the Declarant shall be made by registered or certified mail ten (10) calendar days prior to excavation, trenching or digging of soil or extraction of groundwater for any purpose. Timely and accurate notification by any Owner or Occupant shall satisfy this requirement on behalf of all other Owners and Occupants.
- k. The Owner(s)/Occupant(s) shall allow the Declarant, its successors or assigns, and the Board access to the Property during normal business hours upon at least 24-hours prior notice for inspection, surveillance, monitoring, maintenance, and other activities consistent with the purposes of this Covenant as deemed reasonably necessary by the Declarant or the Board.

3.2 Conveyance of Property. The Owner(s) shall provide a notice to the Declarant not later than thirty (30) days after any sale, lease or other conveyance of the Property or a real property estate in the Property. The Declarant shall not, by these provisions, have authority to approve, disapprove, or otherwise affect any such sale, lease, or other conveyance of the

Property or estate except as otherwise provided by law, by administrative order, or by reason of this Covenant.

3.3 Enforcement. Failure of the Owner(s)/Occupant(s) to comply with any of the requirements of this Covenant shall be grounds for the Declarant to require that the Owner(s)/Occupant(s) modify or remove any Improvements constructed in violation of this Covenant.

ARTICLE 4

TERM

Unless terminated by law or by the Declarant in the exercise of its discretion, this Covenant shall continue in effect until terminated.

ARTICLE 5

MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property or any portion thereof to the general public or anyone else for any purpose whatsoever.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (i) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served or official of a government agency being served, (ii) three (3) business days after deposit in the mail if mailed by United States mail, postage paid and certified, return receipt requested, or (iii) the day following delivery to an express mail delivery service for next day delivery. Any such notice shall be addressed as follows:

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|------------------|--|
| If to Declarant: | Department of Global Real Estate, M/S 68 Advanced Micro Devices, Inc. One AMD Place PO Box 3453 Sunnyvale, CA 94088 |
| With a copy to: | General Counsel, M/S 562 Advanced Micro Devices, Inc. 5204 E. Ben White Blvd. Austin, TX 78741 |
| If to Board: | California Regional Water Quality Control Board San Francisco Bay Region 1515 Clay Street Suite 1400 Oakland, CA 94612 |

The Declarant reserves the right to change any such address by written notice to the then current Owner(s).

5.3 Partial Invalidity. If any portion of the Restrictions or other terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of this Covenant.

5.5 Recordation. This instrument shall be executed by Declarant and recorded in the Official Records.

5.6 Modification. This Covenant may be modified only by a written instrument executed by Declarant and by the then current Owner(s), which instrument shall be recorded in the Official Records.

IN WITNESS WHEREOF, Declarant has executed this Covenant as of the date first set forth above.

DECLARANT:

ADVANCED MICRO DEVICES, INC.,
a Delaware corporation

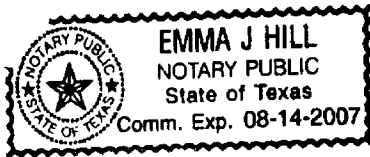
By: 

Name: Robert J. Rivet

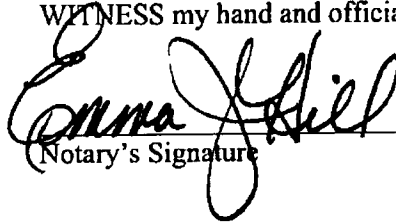
Title: Executive VP and CFO

TEXAS
STATE OF ~~CALIFORNIA~~)
)
COUNTY OF TRAVIS)

On 5/19/05, 2005, before me, a Notary Public in and for the State of California, personally appeared Robert J. Rivet, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.



Notary's Signature

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT REAL PROPERTY IN THE CITY OF SUNNYVALE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Parcel A as shown on that certain Parcel Map filed in the office of the Recorder of the County of Santa Clara, State of California on August 17, 1971, in Book 288 of Maps, page 36.

APNs: 205-26-005; 205-26-006

Exhibit A